

ECKERT SEAMANS CHERIN & MELLOTT

ATTORNEYS AT LAW

600 GRANT STREET, PITTSBURGH, PA 15219, (412) 566-6000

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CLIFFORD A. PASTEL
(412) 566-6181

December 12, 1987

RECORDATION NO. 5410

DEC 14 1987 1 15 PM

No. 248A013
INTERSTATE COMMERCE COMMISSION

Date DEC 14 1987

Fee \$ 10.00

ICC Washington, D. C.

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed one fully executed and acknowledged counterpart original and 4 copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The document is a Security Agreement, a primary document dated December 11, 1987.

The names and addresses of the parties to the document are as follows:

Debtors: Atlantic & Western Railway Company
P.O. Box 1208
Sanford, NC 27330

Secured Party: Equibank
2 Oliver Plaza
Pittsburgh, PA 15222

A description of the equipment covered by the document follows:

ATW 4000 Boxcars; ATW 65000-65063 Boxcars; ATW 62000-62024 Boxcars; ATW 16000-16024 Boxcars; ATW 4150-4199 Boxcars; ATW 1000-1024 Boxcars; ATW 11000-11013 Gondolas; ATW 100 Locomotive.

A fee of \$10.00 is enclosed. Please return 4 copies not needed by the Commission for recordation to Clifford A. Pastel, Esq., Eckert Seamans Cherin & Mellott, 600 Grant Street, 42nd Floor, Pittsburgh, PA 15219.

OFFICES IN

NORTH MARKET SQUARE BUILDING
122 KING BOULEVARD
HARRISBURG, PA 17101
(717) 233-3266

1818 N STREET N. W.
WASHINGTON, D. C. 20036
(202) 452-1074

UNIVERSITY OF PITTSBURGH
APPLIED RESEARCH CENTER
140 WILLIAM PITT WAY
PITTSBURGH, PA 15238
(412) 826-5400

Counterpart - Lisa M. Hughes

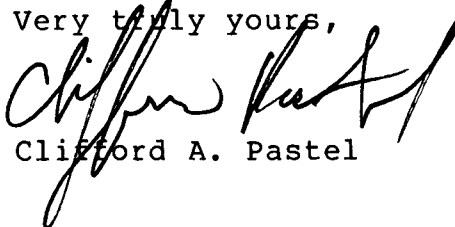
100 OFFICE OF
THE SECRETARY
DEC 14 1 42 PM '87
RECORDATION UNIT

Interstate Commerce Commission
December 12, 1987
Page 2

A short summary of the document to appear in the index follows:

Security Agreement dated December 11, 1987, by Atlantic & Western Railway Company (Debtor) and Equibank (Secured Party), covering ATW 4000 Boxcars; ATW 65000-65063 Boxcars; ATW 62000-62024 Boxcars; ATW 16000-16024 Boxcars; ATW 4150-4199 Boxcars; ATW 1000-1024 Boxcars; ATW 11000-11013 Gondolas; ATW 100 Locomotive.

Very truly yours,



Clifford A. Pastel

CAP:icw
Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Clifford A. Pastel, Esq.
Eckert Seamans Cherin & Mellott
600 Grant Street, 42nd Floor
Pittsburg, PA 15219

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/14/87 at 1:45PM, and assigned recordation number(s). 15410 & 15411

Sincerely yours,

Norata R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

SECURITY AGREEMENT

RECORDATION NO. 1 5410

DEC 14 1987-1 42 PM

SECURITY AGREEMENT made at Pittsburgh, Pennsylvania on December 11, 1987, by and between ATLANTIC & WESTERN FINANCIAL COMPANY ("Debtor"), a North Carolina corporation, and EQUIBANK ("Secured Party"), a bank chartered under the laws of the Commonwealth of Pennsylvania.

WITNESSETH THAT:

WHEREAS, Debtor, James H. Knowles, Jr., Albert C. Muse, Truby G. Proctor, Jr. and Robert W. Gruber (collectively, the "Individual Borrowers"), Atlantic & Western Financial Corporation, as co-borrowers and Secured Party have entered into a Short Term Credit Agreement (as hereinafter defined), which Agreement is incorporated herein by reference, pursuant to which Debtor has become indebted to Secured Party for monies borrowed; and

WHEREAS, the obligation of Secured Party to make the loan to Debtor under the Agreement is subject to the condition, among others, that Debtor grants to and creates in favor of Secured Party a security interest in certain property of Debtor as herein provided; and

WHEREAS, Debtor desires to secure the Debt (as hereinafter defined) as required by the terms of the Agreement, in the manner hereinafter set forth;

NOW, THEREFORE, for and in consideration of the Debt, and of other good and valuable consideration rendered by Secured Party to Debtor, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

1. Definitions. In addition to the words and terms defined elsewhere in this Security Agreement, as used herein, the following words and terms shall have the following meanings, respectively, unless otherwise required by the context:

(a) Words and terms defined in the Agreement shall, unless the context hereof clearly otherwise requires, shall have the same meanings herein as therein provided.

(b) Words and terms used herein which are defined in the Uniform Commercial Code shall, unless the context otherwise requires, have the meanings therein provided.

(c) "Agreement" shall mean the Short Term Credit Agreement of even date with this Security Agreement

DEC 14 1987
MOTOR VEHICLE UNIT
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between the Debtor and the Secured Party, as it may be amended or supplemented from time to time.

(d) "Code" shall mean the Pennsylvania Uniform Commercial Code as amended from time to time.

(e) "Collateral" shall mean all of that property described on the Schedule of Collateral attached hereto and all attachments, accessories and parts used or intended to be used with such property, whether now owned or hereafter acquired, including all substitutions and replacements thereof and all cash and non-cash proceeds (as those terms are defined by the Uniform Commercial Code) thereof.

(f) "Debt" shall mean (i) all the indebtedness of Debtor evidenced by the Note, both principal and interest, and any and all extensions, renewals, refinancings or refundings thereof in whole or in part, (ii) all costs and expenses incurred by the Secured Party in the collection of such indebtedness, including, without limitation, reasonable attorneys' fees and legal expenses, (iii) all future advances made by Secured Party for the protection or preservation of the Collateral or any portion thereof, (iv) all other obligations and liabilities of the Debtor or the other Borrowers to the Secured Party from time to time arising under or pursuant to this Security Agreement, the Agreement, the Note or the Related Documents and (v) all other existing and future indebtedness, liabilities and obligations of the Debtor or the other Borrowers to the Secured Party, whether now or hereafter existing, whether or not related to the Agreement or the Note, whether or not contemplated by the Bank and/or the Debtor at the date hereof, whether absolute or contingent, joint and/or several.

(g) "Law" shall mean all ordinances, statutes, rules, regulations, orders, injunctions, writs or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

(h) "Note" shall mean the Demand Note and any and all amendments, replacements, restatements, modifications, extensions or renewals thereof.

(i) "Security Agreement" shall mean this Security Agreement as it may be amended or supplemented from time to time.

2. Security Interest. Debtor hereby agrees that Secured Party shall have, and hereby grants to and creates in

favor of Secured Party, a security interest in and to the Collateral as security for the due and punctual payment of the Debt. The Debtor hereby represents and warrants that the Bank has a first lien security interest in the Collateral and all recordings and filings necessary to protect and preserve the first lien security interest in the Collateral have been made.

3. Taxes. During the term of this Security Agreement, Debtor will pay or cause to be paid when due all taxes, assessments and charges or levies imposed upon it or on any of the Collateral or any part thereof, except where contested in good faith by appropriate proceedings with adequate reserves therefor having been set aside on its books. The Debtor will pay or cause to be paid all such taxes, assessments, charges or levies forthwith whenever foreclosure on any lien that attaches (or security therefor) appears imminent. The Debtor on demand shall promptly furnish the Secured Party with receipts showing any such payment; and Debtor shall not permit the Collateral, or any part thereof, to be levied upon or sold for any tax or assessment whatsoever, nor permit to be done to, in, upon or about the Collateral, anything that may impair the value thereof, or the security interest therein created hereby.

4. Provisions Applicable to Accounts and Inventory. The Debtor represents, warrants, covenants and agrees that during the term of this Security Agreement:

(a) Location of Principal Place of Business. The principal place of business of the Debtor is located at P.O. Box 1208, Sanford, North Carolina 27330. The Debtor will not move its principal place of business except to such new location as it may establish in accordance with subparagraph (d) below.

(b) Location of Books, Records and Inventory. The Debtor's original books of account and records relating to its Accounts and Inventory are, and will continue to be, kept at its principal place of business identified in subparagraph (a) above. The Debtor will not permit any original books of account or records concerning the Accounts or Inventory to be located at any other address except such new locations as they may establish in accordance with subparagraph (d) below.

(c) Use of Other Names. The Debtor will not invoice customers or maintain its records relating to any Account in any name other than its proper corporate name (as of the date hereof), except such new name(s) as it may establish in accordance with subparagraph (d) below.

(d) Establishment of New Location or Name. If the Debtor desires to establish a new location for its

principal place of business or plants where Inventory or original books of account or records relating to the Accounts or Inventory may be kept or to establish a new name or names in which it may invoice customers or maintain records concerning the Accounts or Inventory, then it shall first, with respect to each such new location or name:

(1) give Secured Party written notice of its intention to do so and provide Secured Party with such information in connection therewith as Secured Party may reasonably request; and

(2) take such action, as directed by Secured Party as may be necessary to maintain at all times the perfection and priority of the security interest granted to Secured Party hereunder.

(e) Inspection. Secured Party shall have the right, during normal business hours and from time to time, to inspect the Collateral and to examine and make copies or extracts from the books and records of the Debtor concerning the Collateral.

(f) Account Verification. Secured Party may at any time, without notice to or the consent of the Debtor, verify with any customer of Debtor, the status of any Account payable by such customer. The Debtor from time to time will execute and deliver such instruments and take all such action as Secured Party may reasonably request in order to effectuate the purposes of this subparagraph (f).

5. Hazard Insurance. The Debtor will maintain, or cause to be maintained, public liability insurance and fire and extended coverage insurance on the Collateral, all in such form and amounts as are consistent with industry practices and with such insurers as may be satisfactory to the Secured Party. Such policies shall contain a provision whereby they cannot be cancelled except after thirty (30) days' written notice to the Secured Party and shall contain a lender's loss payable endorsement naming the Secured Party as such evidence of insurance as the Secured Party may require. The Debtor hereby agrees that, in the event it fails to pay or cause to be paid the premium on any such insurance, the Secured Party may do so and be reimbursed by the Debtor therefor. The Debtor hereby assigns to the Secured Party any returned or unearned premiums that may be due the Debtor upon cancellation of any such policies for any reason whatsoever and direct the insurers to pay the Secured Party any amounts so due. The Secured Party is hereby appointed the Debtor's attorney-in-fact (without requiring the Secured Party to act as such) to endorse any check which may be payable to the Debtor, to collect such returned or

unearned premiums or the proceeds of such insurance, and any amount so collected may be applied by the Secured Party toward satisfaction of any of the Debt.

6. Title to Collateral. Debtor warrants and represents that there are no restrictions on the granting by Debtor to Secured Party of the security interest created hereby, that it is the owner of the Collateral free and clear of all liens, claims, charges, security interests and other encumbrances of any kind or nature (except as created hereby and those expressly permitted by the Agreement) and that Debtor has the authority to execute, deliver and consummate this Security Agreement without the consent of any person.

7. Remedies. Upon demand and failure by the Debtor to pay within two days after such demand, the Secured Party may:

(a) Remedies. Proceed to protect and enforce its rights either by suit in equity and/or by action at law, whether for specific performance of any covenant or agreement contained in this Security Agreement or the Note or the Related Documents or in aid of the exercise of any power granted herein or therein or proceed to obtain judgment or any other relief whatsoever appropriate to the action or proceeding, or proceed to enforce any other legal or equitable right of any holder of the Note. The Secured Party shall have, in addition to the rights and remedies given it by this Security Agreement, the Note and the Related Documents, all those allowed by applicable Law, including, without limitation, the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania and the Interstate Commerce Act, § 11301 et seq. Without limiting the generality of the foregoing, the Secured Party may immediately, without further demand of performance and without other notice (except as specifically required by this Security Agreement) or demand whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or, from time to time, any part of the Collateral, or any interest which the Debtor may have therein. After deducting from the proceeds of sale or other disposition of the Collateral all expenses (including all reasonable expenses for legal services), the Secured Party shall apply such proceeds toward the satisfaction of the Debt. Any remainder of the proceeds after satisfaction in full of the Debt shall be distributed as required by applicable law. Notice of any sale or other disposition shall be given to the Debtor at least ten (10) days before the time of any intended public sale or of the time after which any

intended private sale or other disposition of the Collateral is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. The Debtor agrees to assemble, or to cause to be assembled, at their own expense, the Collateral at such place or places as the Secured Party shall designate. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. Without limiting the generality of any of the rights and remedies conferred upon the Secured Party under this paragraph, the Secured Party may upon demand and failure by the Debtor to pay within two days after such demand, to the full extent permitted by applicable law:

(1) Enter any premises where the Collateral is located and take possession and control of the same and to keep and store the Collateral on such premises until sold (and if such premises be the property of the Debtor, the Debtor agrees not to charge Secured Party for storage thereof during the period Secured Party is exercising its rights with respect to the Collateral under the Uniform Commercial Code and this Security Agreement);

(2) Revoke the right of the Debtor to collect the Accounts Receivable;

(3) Take over and direct collection of the Accounts Receivable and the proceeds thereof, to give notice of Secured Party's security interest in the Accounts Receivable and the proceeds thereof to the Account debtors, to direct the Account debtors to make payment of all monies paid or payable thereon directly to Secured Party (and at the request of Secured Party, the Debtor shall indicate on all billings that payments thereon are to be made to Secured Party) and to give the Account debtor so notified and directed the receipt of Secured Party for any such payment as full release for the amount so paid;

(4) Enforce collection, either in the name of Secured Party or in the name of the Debtor, of any or all of the Accounts and proceeds by suit or otherwise, to receive, receipt for, surrender, release or exchange all or any part thereof or to compromise, settle, extend or renew (whether or not longer than the original period) any indebtedness thereunder;

(5) Cause to be opened a non-interest bearing deposit account ("Cash Collateral Account") at Secured Party, and deposit therein and require the Debtor to deposit therein, all cash proceeds of the Collateral. Secured Party shall have sole dominion and control over all funds in the Cash Collateral Account and such funds may be withdrawn only by Secured Party, it being the intention of the parties hereto that the Debtor shall have no control over or withdrawal rights respect the Cash Collateral Account. Secured Party may, in its discretion, release to the Debtor from time to time all or any part of the funds deposited in the Cash Collateral Account, but Secured Party shall have the right at any time to apply all or any part of the funds on deposit in the Cash Collateral Account to the payment of such portion of the Debt as may then be due and payable, whether on account of principal or interest or otherwise as Secured Party in its discretion may elect, until the Debt is paid in full;

(6) Upon ten (10) days' prior notice, which shall be deemed to be reasonable notice, sell all or any portion of the Collateral at public or private sale at such place or places and at such time or times and in such manner and upon such terms, whether for cash or credit, as Secured Party in its sole discretion may determine; and

(7) Endorse in the name of Secured Party any instrument, howsoever received by Secured Party, representing the Collateral or proceeds.

IN ADDITION TO THE FOREGOING, UPON DEMAND AND FAILURE BY THE DEBTOR TO PAY WITHIN TWO DAYS AFTER SUCH DEMAND, THE DEBTOR HEREBY EMPOWERS ANY ATTORNEY OF ANY COURT OF RECORD WITHIN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR THE DEBTOR AT ANY TIME AND, WITH OR WITHOUT ONE OR MORE DECLARATIONS FILED, TO CONFESS JUDGMENT AS OFTEN AS NECESSARY AGAINST THE DEBTOR IN FAVOR OF THE BANK OR ITS ASSIGNEE IN ANY SUCH COURT, AS OF ANY TERM, FOR THE AMOUNT OF THE DEBT AND/OR FOR POSSESSION OF THE COLLATERAL, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION FOR COLLECTION, WITH RELEASE OF ALL ERRORS. THE DEBTOR HEREBY WAIVES ANY RIGHT TO NOTICE OR A HEARING PRIOR TO ENTRY OF ANY SUCH JUDGMENT, OR TO STAY OF EXECUTION AND EXTENSION UPON ANY LEVY ON REAL ESTATE PURSUANT TO ANY JUDGMENT SO ENTERED AND ALSO HEREBY EXPRESSLY WAIVES THE EXEMPTION OF

ALL PROPERTY FROM LEVY AND SALE ON ANY EXECUTION THEREON AND ALSO ANY EXEMPTION LAWS NOW IN FORCE OR WHICH MAY HEREAFTER BE ENACTED BY ANY STATE INsofar AS SUCH EXEMPTION LAWS CAN BE WAIVED.

(b) Application of Moneys. Secured Party shall apply the proceeds of any sale of or other disposition or realization upon the Collateral in the following manner:

(1) First, to the payment or reimbursement of all reasonable advances, expenses and disbursements of Secured Party (including, without limitation, the fees and disbursements of its counsel and agents) incurred in connection with the administration and enforcement of, or the preservation of any rights under this Security Agreement;

(2) Second, to the repayment of the Debt to Secured Party, whether for principal, interest or expenses in such order and upon such of the Note as Secured Party shall designate; and

(3) Third, any balance to be distributed as required by Law.

If the proceeds of any such sale of or other disposition or realization upon the Collateral are insufficient to pay the Debt to the Secured Party, then the Debtor shall remain liable for such deficiency thereafter.

(c) Right of Set-Off. The Secured Party shall have the right of set-off as against any or all amounts owing to the Debtor by the Bank, including, without limitation, any items or funds in any deposit account now or hereafter maintained by the Debtor with the Bank (including any Cash Collateral Account), and any and all other property of the Debtor at any time in the possession of the Bank, and for such purpose the Bank shall have, and there is hereby granted to and created in favor of the Bank, a first lien on all such deposit accounts and property. The Bank is hereby authorized to charge any account of the Debtor with the Bank for any or all amounts due under this Agreement or with respect to the principal of, or interest on, the Debt at any time.

(d) Remedies Cumulative; No Waiver. All rights and remedies given by this Security Agreement, the Note and the Related Documents are cumulative and not exclusive of any thereof or of any other rights or remedies available to the Secured Party, and no course

of dealing between the Debtor, individually and collectively, and the Secured Party or any delay or omission in exercising any right or remedy shall operate as a waiver of any right or remedy, and every right and remedy may be exercised from time to time and as often as shall be deemed appropriate by the Secured Party.

(e) Expenses of Secured Party. The Debtor will, on demand, reimburse the Secured Party for all expenses, including the reasonable fees and expenses of legal counsel for the Secured Party as required by the Agreement, incurred by the Secured Party in connection with the enforcement of this Security Agreement, the Note and the Related Documents, and the collection or attempted collection of the Note.

8. Notice. Any notice of default or other notice required to be given or which Secured Party may desire to give to Debtor hereunder may be given by the Secured Party to Debtor in person or by United States certified mail addressed to Debtor at such address as shall have been last designated in writing by Debtor to Secured Party as a place for the giving of notice, or, in the absence of such designation, then at P.O. Box 1208, Sanford, North Carolina 27330, Attention: President.

9. Successors and Assigns. The terms used to designate any of the parties herein shall be deemed to include their respective successors and assigns, and the term "Secured Party" shall also include any lawful owner, holder or pledgee of the Note.

10. Perfection of Security Interest. Debtor shall join with Secured Party in executing one or more Financing Statements or other documents or instruments in form satisfactory to Secured Party and shall pay the cost of filing the same or filing or recording this Security Agreement in all public offices including the office of the Interstate Commerce Commission and the cost of all searches of records, wherever filing or recording or searching of records is deemed by Secured Party to be necessary or desirable. At the request of Secured Party, Debtor shall, from time to time, execute additional or supplemental agreements to confirm Secured Party's security interest in the Collateral.

11. Subrogation and Marshalling. The Debtor hereby waives, surrenders and agrees not to claim or enforce, so long as the Debt or any portion thereof remains outstanding: (a) any right to be subrogated in whole or in part to any right or claim of the holder of any part of the Debt and (b) any right to require the marshalling of any assets of the Debtor which right of subrogation or marshalling might otherwise arise from any payment to the holder of any part of the Debt arising out of the enforcement of the security interest granted hereby, or any

other mortgage or security interest granted by the Debtor or any other person to the Secured Party, or the liquidation of or realization upon the Collateral, any other collateral granted by the Debtor or any other person to the Secured Party, or any part thereof.


12. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

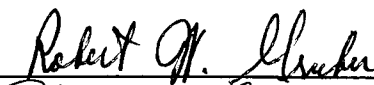
13. Governing Law. This Security Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and at the place first above written.


ATTEST:

ATLANTIC & WESTERN RAILWAY COMPANY


Name: James H. Knowles Jr
Title: Vice President

By: 
Name: Robert W. Grober
Title: C.F.O.

EQUIBANK

By: 
Name: Robert Adamick
Title: Vice President.

SCHEDULE OF COLLATERAL

All present and future right, title and interest of Atlantic & Western Railway Company (the "Debtor") in and to the following property, whether now or hereafter existing or acquired and wherever located and relating to the rolling stock identified on Schedule 1:

(i) the rail cars, boxcars, gondolas, locomotives and rolling stock identified on Schedule 1 attached hereto, and all accounts, contract rights, lease rentals, per diem revenues, and other receivables of any kind or nature relating thereto;

(ii) all inventory (including returned or repossessed goods and merchandise), accounts, open accounts, general intangibles, documents, chattel paper, instruments, notes, drafts, letters or advices of credit, receivables or other amounts owing to the Debtor of any kind or nature, contract rights, machinery and equipment and all attachments, replacement parts, substitutions, additions, repairs and accessories now or hereafter incorporated in or affixed to said machinery and equipment, and all other goods of the Debtor, whether or not they arise or are acquired in the Debtor's ordinary course of business;

(iii) all products and proceeds of the foregoing (including without limitation, any and all insurance policies and proceeds); and

(iv) all books, records, guaranties, claims, rights, remedies and privileges relating to any of the foregoing.

SCHEDULE 1

| <u>Reporting Mark</u> | <u>Reporting Number</u> | <u>Description</u> |
|-----------------------|-------------------------|--------------------|
| ATW | 4000 | Boxcars |
| ATW | 65000 - 65063 | Boxcars |
| ATW | 62000 - 62024 | Boxcars |
| ATW | 16000 - 16024 | Boxcars |
| ATW | 4150 - 4199 | Boxcars |
| ATW | 1000 - 1024 | Boxcars |
| ATW | 11000 - 11013 | Gondolas |
| ATW | 100 | Locomotive |

Commonwealth
STATE OF Pennsylvania)
COUNTY OF Allegheny) ss:

On this 11th day of December, 1987, before me personally appeared James H. Knowles, Jr., to me personally known, who being by me duly sworn, says that he is the Vice President of Atlantic & Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Janet P. Mitlo
Notary Public

JANET P. MITLO, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 7, 1991
Member, Pennsylvania Association of Notaries

[SEAL]

My Commission expires:

Commonwealth
STATE OF Pennsylvania)
COUNTY OF Allegheny) ss:

On this 11th day of December, 1987, before me personally appeared Robert W. Gruber, to me personally known, who being by me duly sworn, says that he is the Chief Executive Officer of Atlantic & Western Railway Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Janet P. Mitlo
Notary Public

JANET P. MITLO, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES OCT. 7, 1991
Member, Pennsylvania Association of Notaries

[SEAL]

My Commission expires:

STATE OF Pennsylvania)
COUNTY OF Allegheny) ss:

On this 11th day of September, 1987, before me personally appeared Robert H. Sames, to me personally known, who being by me duly sworn, says that he is the VICE PRESIDENT of Equibank, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Patricia L. Partello
Notary Public

[SEAL]

My Commission expires:

PATRICIA L. PARTELO, NOTARY PUBLIC
PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES APRIL 22, 1991
Member, Pennsylvania Association of Notaries